AMENDMENT OF SOLICITATION/MODIFICATION OF		CONTRACT ID CODE Page of		f Pages			
2. AMEN	DMENT /MODIFICATION NO. 003	3. EFFECTIVE DATE July 31, 1998		PURCHASE REQ. NO. 14100031	5. PROJECT	NO. (If applicab	ile)
Lower P.O. Bo	of Reclamation	LC-3117 //www.lc.usbr.gov/~g3100/	7. ADMINISTERED	OBY (If other than Item 6)	CODE		
	AND ADDRESS OF CONTRACTOR (M	o., street, county, State, and ZIP code)	1	(✓) 9A. AMENDME	NT OF SOLICIT	TATION NO.	
		•			98-SP-30-1	2250	
				✓ 9B. DATED (SE)	E ITEM 11)		
					June 17, 1	1998	
				10A. MODIFICA		TRACT/ORDI	ER NO.
CODE	FACILITY C	ODE		10B. DATED (S	EE ITEM 13)		
CODE		TEM ONLY APPLIES TO	A MENDMENTS	COE SOLICITATIO	MC		
	above numbered solicitation is amended						
(a) By conseparate RECEI\ IN REJE provided	must acknowledge receipt of this amendn mpleting Items 8 and 15, and returning letter or telegram which includes a refere /ED AT THE PLACE DESIGNATI ECTION OF YOUR OFFER. If by v each telegram or letter makes reference DUNTING AND APPROPRIATION DATA	1_copy of the amendment; (b) By accepte to the solicitation and amendment ED FOR THE RECEIPT OF Control of this amendment you desire the the solicitation and this amendment.	cknowledging receipt of ent numbers. FAILUI DFFERS PRIOR To co change an offer alre	of this amendment on each RE OF YOUR ACKNO O THE HOUR AND D eady submitted, such chan	n copy of the off DWLEDGME DATE SPECIF ge may be mad	fer submitted; NT TO BE FIED MAY I	RESULT
12. ACCC	DUNTING AND APPROPRIATION DATA	A (If required)					
		APPLIES ONLY TO MODES THE CONTRACT/ORD			•		
(✓)	A. THIS CHANGE ORDER IS ISSUED NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) T	HE CHANGES SET F	FORTH IN ITEM 14 ARE I	MADE IN THE (CONTRACT/0	RDER
	B. THE ABOVE NUMBERED CONTRA date, etc.) SET FORTH IN ITEM 14, PUR	RSUANT TO THE AUTHORITY OF	FAR 43.103(b).	,	ch as changes in pa	aying office, appr	opriation
	C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURSUAN	T TO AUTHORITY O	·F:			
	D. OTHER (Specify type of modification and	authority)					
E. IMPO	RTANT: Contractor [] is not, [] is r	required to sign and return	copies to the	issuing office.			
Project Purpos Perforn	CRIPTION OF AMENDMENT AMODIF Title: Parking Garage Manage e of Amendment: The purpose nance Work Statement; (c) incomposal Site Visit and answers to	ement & Operation, Hoover e of this amendment is to (orporate updated DOL SCA	Dam, Boulder Ca) update variou wage rates; and	Canyon Project, Nev	ada isions; (b) re		m the
Receipt	t of Proposals: The date and to of proposals remains the Burel at the intersection of Nevada	ime for receipt of proposal eau of Reclamation, Lower	s remains Augus Colorado Regio	nal Office, Annex Bi			
be rece Items,"	ment Acknowledgment: See beived at the place designated for Standard Form 1449). Indification: See block 11 abo	or receipt of offers (see blo	cks 8 and 9 of th	he "Solicitation/Con	tract/Order	for Commo	
	s provided herein, all terms and condition	(Continued on	following pages)	-			effect
	ME AND TITLE OF SIGNER (Type or print)		ī	FITLE OF CONTRACTING			2301.
15B. CO	NTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STA	TES OF AMERICA		16C. DATE S	SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Description of Changes:

- 1. Remove the Table of Contents in its entirety and replace with the attached revised pages, which reflect the changes described in the following items.
- 2. In Section A, Standard Form 1449, the following changes were made:
- a. In block 8, the date for receipt of proposals was revised to 08/14/98 to reflect the extension implemented by Amendment No. 002.
- b. In block 28, the number of copies is changed to require the offeror to return one copy of the offer (proposal) to this office, in addition to the signed original.
- 3. In Section C, Contract Clauses, the FAR clause 52.212-5, Contract Terms and Conditions-Commercial Items (Jun 1998), replaces the April 1998 version. The revised clause includes the new title for clause 52.222-36, which is changed from "Affirmative Action for Handicapped Workers (29 U.S.C. 793)" to "Affirmative Action for Workers with Disabilities (29 U.S.C. 793)."
- 4. In the Performance Work Statement, the following changes were made:
- a. Section 3.5, paragraph (2), "Telephone System," is hereby revised to incorporate a note about the limited telephone system at Hoover Dam (see also item (xi) of the Questions & Answers beginning on page 3 of this amendment).
- b. The title of Section 5.4 is changed from "Financial and Operation Reporting" to "Financial Management and Operation Reporting," and corresponding changes were made to the PWS references to match this revised title. Paragraph 5.4.1 was also revised to include an explanation of the process for depositing revenue in the Government bank account.
- 5. In Section D, Contract Documents, the following changes were made:
- a. Attachments Nos. 12 thru 14 are added to the list of Attachments, and an enlarged section of Drawing No. 45-D-17296 (AP2.1) is added as Sheet No. 22 to the List of Drawings, Attachment 11. These documents should be inserted into the solicitation in their respective sections.
- b. Attachment 2, U.S. Department of Labor (DOL) Service Contract Act Wage Determination No. 94-2331, Revision No. 9, dated 07/01/1997, is replaced in its entirety by Wage Determination No. 94-2331, Revision No. 10, dated 06/01/1998.
- 6. In Section E, Solicitation Provisions, FAR provision 52.212-1, Instructions to Offerors-Commercial Items (Aug 1998), replaces the April 1998 version. The revised provision includes additional information about where various Federal specifications and standards may be obtained.
- 7. The Reporter's Transcript of Proceedings of the Pre-Proposal Site Visit on July 9, 1998 is incorporated into the solicitation in its entirety.

The following items pertain to the Reporter's Transcript:

(i) Reference Mr. Belew's statement on page 7, beginning on line 9, that, "The base year of the contract is expected to run from September 1st, 1998, through August 31st, 1999." This statement was based on the original receipt of proposals due date of July 31, 1998, and an anticipated Award date of no later than September 1, 1998.

Currently, the receipt of proposals due date is August 14, 1998, as extended by Amendment No. 002 to the solicitation. The contract performance period for this contract is hereby defined as follows:

The overall contract performance period of this contract consists of the following time periods:

- (a) Performance period for the base contract will be for one year (365 calendar days) commencing on the date of contract award.
- (b) If the 1st Option is exercised, the performance period for Schedule 2, 1st Option Year, of the contract will begin the day after completion of Schedule 1 and will extend one year. (365 calendar days).
- (c) If the 2nd Option is exercised, the performance period for Schedule 3, 2nd Option Year, of the contract will begin the day after completion of Schedule 2 and will extend one year (365 calendar days).
- (d) If the 3rd Option is exercised, the performance period for Schedule 4, 3rd Option Year, of the contract will begin the day after completion of Schedule 3 and will extend one year (365 calendar days).
- (e) If the 4th Option is exercised, the performance period for Schedule 5, 4th Option Year, of the contract will begin the day after completion of Schedule 4 and will extend one year (365 calendar days).
- (ii) Reference Mr. Belew's statement on page 7, line 18: the phrase "attendance incentives," should have been "attendant incentives;" that is, the solicitation contains a performance-based statement of work, including a system of incentives and deducts based on objective measurements of the contractor's performance.
- (iii) Reference Mr. Belew's statement on page 12, beginning on line 6, that Amendment 2 would incorporate the Reporter's Transcript into the solicitation: due to time constraints, the Reporter's Transcript is actually being incorporated into the solicitation by this Amendment No. 003.

(iv) Reference Mr. Belew's statement on page 16, beginning on line 12, "A copy of the current job descriptions for parking attendant and for tellers, fee collectors, is attached."

Note: Attachment 12, Job Descriptions, is hereby added to the solicitation. Attachment 12 includes: (i) Government Position Descriptions of parking attendants and tellers, and their current monetary wage; and (ii) the DOL Occupation Descriptions for parking and lot attendant, cashier, and accounting clerks.

Important Note: For purposes of determining the minimum required payment of contractor employees under any contract resulting from this solicitation, **DOL classification descriptions** shall be used in conjunction with DOL Wage Determination No. 94-2331, Revision No. 10, dated 06/01/1998.

(v) Reference prospective offeror's question on page 17, beginning on line 8, "Would the Government be open to alternatives in lieu of armored car carriers?"

Answer: Prospective offerrors shall be responsible for researching and proposing methods by which they can satisfy the solicitation requirements. All proposals that satisfy the solicitation requirements will be considered.

(vi) Reference prospective offeror's question on page 26, beginning on line 24, "Can you get the copy of the attendee list?"

Answer: The list of the Pre-Proposal Site Visit attendees is located on page 2 of the Reporter's Transcript.

(vii) Reference prospective offeror's question on page 34, beginning on line 14, "...can you give us an idea how much square footage we're talking about?"

Answer: The area referred to in the last paragraph of solicitation Section 3.4, describing where the Contractor may erect a small office or set a small trailer (subject to Government approval), is approximately 20-feet by 20-feet, or approximately 400 square feet.

(viii) Reference prospective offeror's question on page 42, beginning on line 6, "In the solicitation there's penalties for various things caused by the contractor. One of those is long delays and parking either entering or exiting the facility. Do you have any criteria that you base that on, the length of time for backup which would cause one of these penalty phases to come into effect and point deductions or percentage deductions?"

Answer: Attachment 3, "Quality Assurance Surveillance Plan & Contractor Payment Examples," defines the Performance Requirement and the objective criteria upon which Deduction for Unacceptable Performance will be calculated for each of the Required Services. In particular, in response to the above question, section 5.2 of Attachment 3, Required Service 2 (RS-2): Safe, Orderly and Efficient Traffic Management on the Auto Levels, defines the Method of Surveillance, Lot Size, Sample Size, Performance Requirement, Sampling Procedure, Inspection Procedure, requirements during the Phase-in Period, and Deduction for Unacceptable Performance. In part, Government quality assurance inspectors will:

"Document any occurrences of traffic backed up onto Highway 93, due to fee collection operations, that block traffic flow on the highway. Document any occurrences of private passenger vehicles blocking the entrance to the bus level due to fee collection operations." Each occurrence of one of the incidents in the preceding sentence would therefore be considered an instance of traffic congestion, and would count towards a determination of unacceptable versus acceptable contractor performance.

(ix) Reference Ms. Dickinson's statements beginning on page 44, line 22, through page 45, line 4, about Government-furnished items.

Note: Solicitation Section 3.0, "Government-Furnished Property and Services" lists and describes all property, materials, records, facilities, or services that the Government will provide for the Contractor's use under the contract. Except for those items and services explicitly stated in Section 3.0 as Government-furnished, the Contractor shall furnish all items and services needed to perform the contract.

(x) Reference Ms. Dickinson's statement on page 46, beginning on line 8, "I'd like to defer the question on the storage area until we have a chance to discuss that as a group and then we'll put that in writing to you. Let you know the answer." Also, reference prospective offeror's question on page 65, beginning on line 5, "Is there any storage area provided for the contractor...?"

Note: There is no secure storage available in the Parking Garage for the Contractor's use. There are two locations on the bus level that prospective offerors may propose to use as a storage location. The location is along the northwest back wall of the bus level, underneath the bus exhaust ventilation duct work. One area is approximately 4-feet deep by 24-feet long. The other area is approximately 4-feet deep by 16-feet long (see drawing Sheet No. 22, added by this Amendment No. 003). A fire extinguisher and piping are mounted on the wall between the two areas and shall not be moved. Storage facilities (such as metal lockers or metal tool chests) that an offeror proposes to locate in these areas must be fireproof and must blend into the current architectural design of the Parking Garage.

(xi) In reference to questions, answers, and comments on pages 47 through 51 about the telephone system at Hoover Dam.

Note: Solicitation Section 3.5, paragraph (2), "Telephone System," is hereby revised to incorporate a note about the limited telephone system at Hoover Dam.

(xii) Reference prospective offeror's question on page 54, beginning on line 15, "If you would address whether we're going to be able to use the phone in there at the fire house, the electric room."

Answer: No. As stated in Solicitation Section 3.5, paragraph (2), "Telephone System," the Contractor may use the Government-furnished telephone located in the storage room on the bus level and the telphone located on the wall near the ATM machine on the bus level.

- (xiii) Note: On page 57, lines 6 through 20 of the transcript appear to be a duplicated section; the transcript for the post-tour portion of the Site Visit starts again on page 57, line 21.
- (xiv) Reference Mr. Belew's statement on page 58, beginning on line 25, through page 59, line 3, "Somebody had asked me about the concept of valet parking. We do not want to restrict any of your solutions..."

Note: Although we do not want to restrict possible approaches to managing and operating the Parking Garage, the Contractor shall be required to adhere to all solicitation requirements, including those in Attachment 7, Rules of Conduct. Sec. 421.8 of the Rules of Conduct states, in part, "All soliciting, vending, or advertising is prohibited." Therefore, although an acceptable proposal might include the Contractor offering a plan to park certain vehicles for the public (perhaps to ease congestion at certain times), neither the Contractor, nor Contractor Employees, may solicit or receive monetary compensation for this service from the public.

The Contractor's sole source of reimbursement for services rendered to the Government under any contract resulting from this solicitation shall be payments from the Government based on the Schedule of Services and Prices/Costs, and based on incentives, included in the resulting Firm-Fixed Price contract.

(xv) Reference Mr. Yarborough's statement on page 64, beginning on line 11, "I'd also like to point out any proposed signage, we do have a font that's required, and we can make that information available to you if you do want to propose signage."

Note: Attachment 13, Font for Signs, is hereby added to the solicitation. Attachment 13 is for information only. There is no solicitation requirement that the Contractor provide or install any signs. If, however, a prospective offeror intends to include signage as part of their proposal, all signs must conform to the font shown on the drawings in Attachment 13. Additional information pertaining to this font will be available to the successful offeror after contract award.

(xvi) Reference prospective offeror's comment on page 66, beginning on line 12, "Then those cones at the street would not have to be supplied at the contractor's expense."

Note: See item (ix) above.

(xvii) Reference prospective offeror's question on page 69, beginning on line 9, "...the package indicates that Visa is an acceptable form of payment. Is that applicable to passenger cars as well as buses, and if so, is the contractor to be required to wait for approval before accepting the Visa?" Also, prospective offeror's question on page 72, beginning on line 10, "...would we not need a dedicated telephone line to get that approval? That would have to be provided by the Government."

Answer: Regarding possible approaches to managing and operating the Parking Garage, the Government will consider all proposals that satisfy the solicitation requirements.

The only solicitation requirement constraining or defining methods of payment is in Attachment 4, "Parking Fee Policy," in paragraph 2 of the policy for the bus level, which states, "Buses and other commercial vehicles who do not display a sticker or other Reclamation-provided identification device will be charged \$100.00 per vehicle per trip. The fee may be paid by cash, check or credit card." By this, the Government intends that the Contractor's proposed method of collecting revenue from such buses or other commercial vehicles shall be capable of accepting revenue in all three forms: cash, check or credit card.

There is no solicitation requirement that the contractor obtain an approval or electronic pre-authorization prior to accepting a credit card. The contractor, however, shall in any event be responsible for collecting and remitting all fees and account for all revenues in accordance with Solicitation paragraph 5.2.2, "Bus Level Fee Collection Operations."

(xviii) Reference Ms. Dickinson's comment on page 74, beginning on line 2, "...I don't think there's anything here in the solicitation that would prevent you from using the night drop system seven days a week. The critical thing is that it gets to our bank account no later than the next business day."

Note: See revised solicitation paragraph 5.4.1.

(xix) Additional note concerning the numerous questions by prospective offerors and responses by Government personnel concerning how the Parking Garage is currently being operated:

Government responses concerning how the Parking Garage is currently being operated are intended for information only, and do not indicate that the current operating methods are in any way the preferred methods. Indeed, as we have stressed throughout the solicitation process, to quote from the last paragraph of solicitation Section 1.0: "The Government is not soliciting proposals for "the same old way" of doing business. The Government encourages proposals that will achieve a combination of cost savings to the Government and enhanced public service **through innovative operational processes and management systems**." [Emphasis added.]

(See the following page for a list of pages to remove and replace.)

Please remove the following pages from the solicitation and replace with the attached revised pages:

Remove Existing Pages

ToC, i and ii A-1 and A-2 C-3 thru C-6 1-13 and 1-14 1-17 thru 1-20 D-1 thru D-3 Attachment 2 (9 pages)

N/A

N/A N/A N/A

E-1 thru E-4

N/A

Replace with Revised Pages

ToC, i and ii A-1 and A-2 C-3 thru C-6 1-13 and 1-14 1-17 thru 1-20 D-1 thru D-3

Attachment 2 (9 pages)

Attachment 11,

Sheet No. 22 (1 page) Attachment 12 (8 pages) Attachment 13 (2 pages) Attachment 14 (2 pages)

E-1 thru E-4

Reporter's Transcript of Proceedings of the Pre-Proposal Site Visit

(76 pages)

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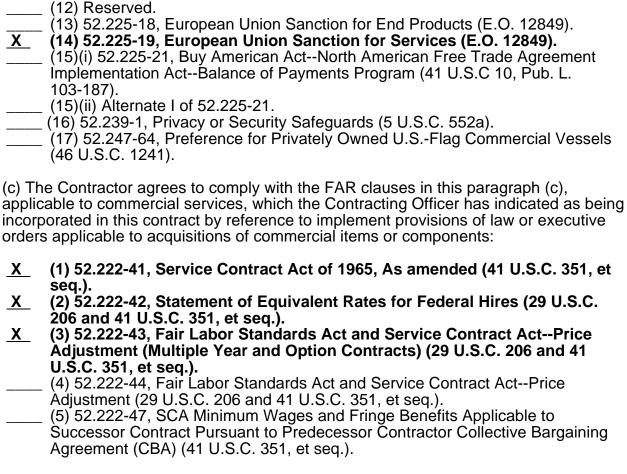
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Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136 Expires: 09/30/98

- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (I) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit;

- 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- 2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 1998) (JUN 1998)
- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755); and
 - (2) 52.233-3, Protest After Award (31 U.S.C 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- Χ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). (2) Reserved X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3)); (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)); X (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)). (6) 52.222-26, Equal Opportunity (E.O. 11246). X (7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212). X (8) 52.222-36, Affirmative Action for Handicapped Workers with Disabilities (29 U.S.C. 793). X (9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212). (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10). (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).



- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- % (3) 52.222-36, Affirmative Action for Handicapped Workers with Disabilities (29 U.S.C. 793).
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
 - 3. WBR 1452.217-906 OPTION FOR ADDITIONAL NUMBERED LINE ITEMS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (MAR 1998)

The Government may require performance of services under the additional numbered line items 2-01 through 5-03, identified in Section B, Schedules 2, 3, 4, and 5, First, Second, Third, and Fourth Option Years, in the quantity and at the prices stated in the Schedules. The Contracting Officer may exercise the option by written notice to the Contractor no later than 60 calendar days prior to the completion of the contract performance period then in effect. The performance period of the Option, if the Contracting Officer exercises the option, shall be for one calendar year.

- 4. 1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR (JUL 1996)
- (a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

- (d) Existing fire extinguishers;
- (e) Forms required for reporting injuries and illnesses of Contractor employees to the Government (see PWS Section 5.5); and
- (f) Radio(s) to communicate with Government personnel.

The Contractor will be backcharged for any lost or damaged equipment.

3.3 Government-Furnished Records

The Government will furnish to the Contractor the monthly revenue figures for parking fees collected by the Government for the 12 months preceding the contract start date in order that the Contractor may comply with PWS Section 5.4.

3.4 Government-Furnished Facilities

The Contractor may use space within or around the Parking Garage for materials and equipment storage only with prior Government approval. All space utilization must be coordinated with and approved by the Contracting Officer's Representative (COR). [Note: The Government will remove the "storage shed" located on the 2nd Level of the Parking Garage; this structure will not be furnished to the Contractor for its use.]

The Government has inspected the Parking Garage prior to commencement of this contract for compliance with the Occupational Safety and Health Act (OSHA). Upon commencement of contract performance, compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. Further, the Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements. If, during the performance of this contract, the Contractor becomes aware of any need to modify the Parking Garage structure in order to comply OSHA requirements, the Contractor shall immediately notify the Contracting Officer in writing.

If, in order to implement their parking garage management plan, the Contractor desires to modify the Parking Garage structure in any way (for example, to construct or install a booth or arm to aid in collecting revenue, or install signs or signals for controlling traffic flow), the Contractor shall submit such request, in writing, to the Contracting Officer. No alterations to the Parking Garage will be made without specific written permission from the Contracting Officer. The Contractor shall be responsible for furnishing any and all drawings, specifications, and manufacturer's data as may be requested by the Contracting Officer in order to review and evaluate the Contractor's request. The CO shall have final authority to either approve or disapprove any such request. All such alterations to the Parking Garage structure resulting from such a Contractor request shall be accomplished by the Contractor, solely at their expense.

At the conclusion of the contract performance period, the Contractor shall return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted. The Contractor shall manage and operate the Parking Garage only in the performance of this contract.

The Contractor may erect a small office or set a trailer in the area near the hoist house on the west side of the Parking Garage (see the area as marked on Drawing No. 45-D-16159, Site & Building Layout Plan). The establishment of such an office or trailer shall be subject to the same request, review and approval process as outlined above for alterations to the Parking Garage structure and shall be solely at the Contractor's cost.

- 3.5 Government-Furnished Services.
- (1) Utilities: Standard 110V convenience outlets are available for the Contractor's use, however these outlets are located only on the bus level of the Parking Garage. Three-phase electrical power is available on level 2 of the Parking Garage, however there are currently no provisions to accomodate connection or use. For more information pertaining to the existing electrical systems in the Parking Garage, see the Lighting and Power drawings included in Attachment 11.

In the event that the Contractor's plan to manage and operate the Parking Garage requires electrical service beyond what is existing, the Contractor may request the establishment of additional electrical service. The establishment of such additional electrical service shall be subject to the same request, review and approval process as outlined above for alterations to the Parking Garage structure, and shall be solely at the Contractor's cost.

(2) Telephone System. The Contractor may use the Government-furnished telephone located in the storage room on the bus level and the telephone located on the wall near the ATM machine on the bus level.

In the event that the Contractor's plan to manage and operate the Parking Garage requires telephone service beyond what is existing, the Contractor may request the establishment of additional telephone service. The establishment of such additional telephone service shall be subject to the same request, review and approval process as outlined above for alterations to the Parking Garage structure, and shall be solely at the Contractor's cost.

- % Note: The telephone service for Hoover Dam and appurtenant facilities (including the
- % Parking Garage) is a Government-owned microwave system. There is no commercial
- % telephone service available. Telephone service is subject to occasional interruptions.
- % The existing telephone service is limited.
 - (3) Custodial. The Government will furnish the following custodial services:
 - (a) Parking Garage trash containers will be emptied daily.
 - (b) Parking Garage floors will be cleaned daily.
 - (c) Parking Garage restrooms will be cleaned and stocked daily
 - (d) Parking Garage elevators and stairs will be cleaned daily.
 - (4) Refuse Collection. The Government will furnish refuse collection services for the trash dumpsters located in and around the Parking Garage.
 - (5) Grounds and Facilities Maintenance. The Government will furnish the following maintenance services:

5.2.2 Bus Level Fee Collection Operations. The Contractor shall:

- (1) collect fees and account for all revenue received from all buses utilizing the bus level, in accordance with the requirements of Section 5.4, Financial **Management** and Operation Reporting and the Hoover Dam Parking Fee Policy for the Parking Garage (Attachment 4); and
 - (2) maintain a daily journal of vehicles entering the bus level in accordance with the requirements of paragraph 5.4.2.2.
 - 5.2.3 Parking Garage Rules at the Bus Level. The Contractor shall:
 - (1) enforce the Government Rules for the Parking Garage as set forth in Attachment 6 and the Rules of Conduct at Hoover Dam as set forth in Attachment 7; and
 - (2) immediately report any damaged, inoperable, or faulty equipment or facilities on the bus level, such as broken exhaust system equipment, flooded restrooms, broken automated teller machines, inoperable telephones, or graffiti on signs or walls (see Section 5.6, Communications, for reporting procedures).
 - (3) notify the COR if the Contractor has concerns about a specific bus company's operations.

5.3. AUTO LEVEL PARKING

Parking for private passenger vehicles is located on the second, third, fourth, and fifth levels (auto levels) of the Parking Garage (see Drawing Nos. 45-D-17297 (AP2.2) through 45-D-17303 (AP2.5A)).

- 5.3.1 Auto Level Traffic Management. The Contractor shall provide all personnel, equipment, materials, supervision and other items and services necessary to provide for the safe, orderly and efficient movement of vehicles and pedestrians to and from the auto levels. The Contractor shall:
- (1) take all precautions necessary to ensure that pedestrians properly enter and exit the facility in a manner that will not interfere with the flow of vehicle traffic;
- (2) take reasonable and prudent precautions to prevent physical damage to the Parking Garage structure or to other vehicles;
- (3) prevent oversize vehicles (such as commercial trucks, trailers or motor homes) from entering the auto levels;
- (4) manage the flow of private passenger vehicles so that traffic does not backup onto Highway 93 or inside the Parking Garage;
- (5) monitor the auto levels during peak periods to determine the remaining carrying capacity, minimize congestion in the facility, and direct visitors to remote parking sites as necessary; and
- (6) maintain a record of incidents occurring on the auto levels in accordance with the requirements of paragraph 5.6.4(1).

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- 5.3.2 Auto Level Fee Collection Operations. The Contractor shall:
- (1) collect fees and account for all revenue received from all vehicles utilizing the auto levels in accordance with the requirements of Section 5.4, Financial
 Management and Operation Reporting and with the Hoover Dam Parking Fee Policy for the Parking Garage (Attachment 4); and
 - (2) maintain a daily journal of vehicles entering the auto levels in accordance with the requirements of paragraph 5.4.2.2.
 - 5.3.3 Parking Garage Rules at the Auto Levels. The Contractor shall:
 - (1) enforce the Government Rules for the Parking Garage as set forth in Attachment 6 and the Rules of Conduct at Hoover Dam as set forth in Attachment 7; and
 - (2) immediately report any damaged, inoperable, or faulty equipment or facilities on the auto levels, such as inoperable elevators, inoperable telephones, or graffiti on signs or walls (see Section 5.6, Communications, for reporting procedures).

% 5.4 FINANCIAL MANAGEMENT AND OPERATION REPORTING

- 5.4.1 Revenue Collection and Remittal. The Contractor shall collect revenue in United States Dollars in accordance with this contract. The Contractor shall deposit the revenue collected into an account specified and established by the Government, within one business day of collection. If the following day is a holiday or weekend day, the
 Contractor shall deposit the funds the next business day. The process for depositing various types of revenue shall include the following (samples of the forms mentioned below are included in Attachment 14):
 - (1) For Currency and Coins. The Contractor shall complete the Government-furnished Standard Form 215 for each day's deposit. The revenue, along with the Standard Form 215, and any other deposit forms required by the bank, shall be transferred to:

Bank of America Processing Center 4101 E. Charleston Blvd. Las Vegas, NV 89104

(2) For Checks. The Contractor shall complete the Government-furnished cover-form and mail with checks to:

Bureau of Reclamation File #91547 PO Box 60000 San Francisco, CA 94160-1547

- (3) Credit Card Payments. The Contractor shall use Bank of America to process all credit card payments and transfer the revenue to the Government's Bank Account.
- 5.4.2 Financial and Operational Reporting. The Contractor shall establish and maintain auditable accounts (accounts in accordance with Generally Accepted

Accounting Principals) and other books and records pertaining to administration of this contract.

Reports shall be furnished to the CO or duly authorized representative of the Government upon request. The Contractor shall notify the COR within 24 hours of any cumulative or individual cashier overages or shortages of \$20.00 or more in any given day.

The Contractor and its employees shall be subject to unannounced audits by the Government or duly authorized representative. Should any fraud or serious discrepancy arise from any audit, the Government reserves the right to notify the Office of Inspector General, Federal Bureau of Investigation or other law enforcement agency prior to notifying the Contractor.

The Contractor shall cooperate with the Government's internal and external auditors. The Contractor shall provide any requested documents to the auditors within two business days of the request.

- 5.4.2.1 Daily Reports. The Contractor shall maintain the daily financial reports listed in paragraphs (1) through (5) below, and shall submit a copy of each report to the COR by the close of the following business day:
 - (1) Summary of financial transactions for each business day of the contract, by transaction type and payment method.
 - (2) Total revenue collected by each cashier, by transaction type and payment method.
 - (3) Reconciliation of daily receipts, including the identification of daily overage or shortage amount.
 - (4) A detailed transaction report for each cashier showing overages and shortages and an explanation for each overage or shortage of \$20.00 or more.
 - (5) Bank deposit receipt.

A copy of the reports in paragraphs (1), (2), and (3) above, shall also be forwarded to the Regional Finance Office. The Government would prefer that these reports be electronically mailed to the COR and Regional Finance Office in Lotus Spreadsheet format in accordance with the time frames set forth in Paragraph 1.8, Submittal Requirements (this method would suffice in lieu of submitting printed copies of the reports). If the Contractor does not use Lotus Spreadsheet format or does not electronically mail these reports, the Contractor shall submit to the COR a printed copy of all four daily reports, and a second printed copy of reports in paragraphs (1), (2) and (3) shall be forwarded to the Regional Finance Office in accordance with Paragraph 1.8, Submittal Requirements.

- 5.4.2.2 Daily Journals. The Contractor shall record entries in the following daily journals:
 - (1) Daily Journal of Vehicles Entering the Bus Level. Information recorded in the journal shall include: bus identification number, bus company name, tour

company name (if different from bus company name), number of passengers, time of arrival, time of departure, and amount of parking fee collected, if any.

(2) Daily Journal of Vehicles Entering the Auto Levels. Information recorded in this journal shall include: number of private passenger vehicles for which a fee is collected, number of coupons or other promotional documents used to provide free or reduced fee parking, and the number of vehicles that were issued a permit, pass, or waiver to use the Parking Garage without charge.

The Contractor shall make the journals available to the COR upon request, and shall submit a copy of the journal to the COR no later than seven calendar days following the end of the preceding month.

- 5.4.2.3 Monthly Reports. The Contractor shall submit the following monthly reports to the COR no later than seven calendar days following the end of the preceding month:
 - (1) Summary of financial transactions for the month including revenue collected and number of transactions, by day, by vehicle type (commercial carrier or private passenger vehicle) and payment method. (See sample format, Attachment 8.)
 - (2) Report of current month's revenue and the previous year's revenue for the same month.
- 5.4.2.4 Quarterly Reports. The Contractor shall submit the following quarterly reports to the COR no later than seven calendar days following the end of each quarter:
 - (1) Summary of financial transactions for the quarter including revenue collected and number of transactions, by month, by vehicle type (commercial carrier or private passenger vehicle) and payment method. (See sample format, Attachment 8.)
 - (2) Report of current quarter's revenue and previous year's revenue for the same quarter.
 - (3) Report of year-to-date revenue and previous year's year-to-date revenue for the same quarter.
- 5.4.2.5 Annual Reports. The Contractor shall submit an annual report to the COR no later than 7 calendar days following the end of the fiscal year. This annual report shall include the following information:
 - (1) Summary of financial transactions for the fiscal year including revenue collected and number of transactions, by vehicle type (commercial carrier or private passenger vehicle) and payment method. (See sample format, Attachment 8.)

5.5. SAFETY AND SECURITY

5.5.1 General. The Contractor shall develop a safety plan for onsite operations in accordance with RSHS section 2.7.2 and related sections therein (for example, sections 2.8 and 2.9, and Appendix BB, safety program outline). In addition to the elements listed in the RSHS, the Contractor shall develop and include in its safety plan

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

1. WBR 1452.214-08 LIST OF CONTRACT DOCUMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUN 1993)

	ATTACHMENTS				
Att. No.	Title	No. of pages			
1	Performance Requirements Summary				
	Performance Requirements Summary for First Quarter of Contract Performance (Phase-in Period)	2			
	Performance Requirements Summary for Second and Subsequent Quarters of Contract Performance	2			
2	Service Contract Act Wage Determination	9			
3	Quality Assurance Surveillance Plan and Contractor Payment Examples	17			
4	Hoover Dam Parking Garage Parking Fee Policy				
	Policy for Auto and Bus Level Parking Fees	1			
5	Historical Parking Patterns				
	Analysis of Private Passenger Vehicles by Month & Day	3			
	Analysis of Commercial Vans & Bus Arrivals With and Without Advance Ticketed Passengers	1			
	Survey of Buses Entering the Parking Garage to Discharge Passengers	1			
	Analysis of Commercial Vans & Bus Arrivals Using the Parking Garage	1			
6	Government Rules for the Parking Garage	1			
7	Rules of Conduct	3			

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ATTACHMENTS				
Att. No.	Title	No. of pages		
8	Sample formats of Financial Transaction Reports			
	Private Passenger Vehicle Parking Garage Volume - Fiscal Year 1998 Private Passenger Vehicle Parking Garage Revenue - Fiscal Year 1998	1		
	Fiscal Year Summary of Private Passenger Vehicles in the Parking Garage	1		
9	Hoover Dam Emergency Preparedness Plan (EPP), Section 8	11		
10	Visitors Services Lost and Found SOP	2		
11	Drawings (see following List of Drawings)	21		
12	Job Descriptions	8		
13	Font for Signs	2		
14	Sample Bank Forms	2		

LIST OF DRAWINGS				
Sheet No.	Drawing No.	Drawing Title		
1	45-D-17160 (A1.2)	Site & Building Layout Plan		
2	45-D-17296 (AP2.1)	Parking - Level 1		
3	45-D-17297 (AP2.2)	Parking - Level 2		
4	45-D-17298 (AP2.3)	Parking - Level 3		
5	45-D-17299 (AP2.3A)	Parking - Level 3A		
6	45-D-17300 (AP2.4)	Parking - Level 4		
7	45-D-17301 (AP2.4A)	Parking - Level 4A		
8	45-D-17302 (AP2.5)	Parking - Level 5		
9	45-D-17303 (AP2.5A)	Parking - Level 5A		
10	45-D-17309 (AP3.1)	Elevations		
11	45-D-17310 (AP3.2)	East Elevation		
12	45-D-17311 (AP3.3)	West Elevation		
13	45-D-17558 (EP2.1)	Parking Level 1 - Lighting		
14	45-D-17559 (EP2.2)	Parking Level 2 - Lighting & Power		
15	45-D-17560 (EP2.3)	Parking Level 3 - Lighting & Power		
16	45-D-17561 (EP2.3A)	Parking Level 3A - Lighting & Power		
17	45-D-17562 (EP2.4)	Parking Level 4 - Lighting & Power		
18	45-D-17563 (EP2.4A)	Parking Level 4A - Lighting & Power		
19	45-D-17564 (EP2.5)	Parking Level 5 - Lighting & Power		
20	45-D-17565 (EP2.5A)	Parking Level 5A - Lighting & Power		
21	45-D-16566 (EP3.1)	Parking Level 1 - Power		
22		Enlarged Section of Drawing No. 45-D-17296 (AP2.1), showing the location of potential storage areas		

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

William W. Gross Division of

Wage Determinations Da

Revision No.: 10
Date of Last Revision: 06/01/1998

Wage Determination No.: 94-2331

\$ 7.91

State(s): Arizona, Nevada
3/

Director

Area: ARIZONA COUNTIES OF MOHAVE.

NEVADA COUNTIES OF CLARK, ESMERALDA, LINCOLN, NYE.

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

01011 Accounting Clerk I

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01012	Accounting Clerk II	\$ 8.89
01013	Accounting Clerk III	\$ 10.59
	Accounting Clerk IV	\$ 12.21
01030	Court Reporter	\$ 10.73
	Dispatcher, Motor Vehicle	\$ 10.73
	Document Preparation Clerk	\$ 10.55
	Messenger (Courier)	\$ 12.48
	Duplicating Machine Operator	\$ 10.55
	Film/Tape Librarian	\$ 10.30
	General Clerk I	\$ 7.10
	General Clerk II	\$ 8.41
	General Clerk III	\$ 10.55
	General Clerk IV	\$ 10.85
01120	Housing Referral Assistant	\$ 12.98
	Key Entry Operator I	\$ 8.41
01132	Key Entry Operator II	\$ 11.70
	Order Clerk I	\$ 8.06
01192	Order Clerk II	\$ 8.89
01261	Personnel Assistant	\$ 9.17
	(Employment) I	
01262	Personnel Assistant	\$ 10.30
	(Employment) II	
01263	Personnel Assistant	\$ 10.73
	(Employment) III	
01264	Personnel Assistant	\$ 12.98
	(Employment) IV	
01270	Production Control Clerk	\$ 12.98
01290	Rental Clerk	\$ 10.30
01300	Scheduler, Maintenance	\$ 10.30
01311	Secretary I	\$ 10.30
01312	Secretary II	\$ 10.73
01313	Secretary III	\$ 12.98
	Secretary IV	\$ 15.54
01315	Secretary V	\$ 18.81
01320	Service Order Dispatcher	\$ 10.30
01341	Stenographer I	\$ 9.17
01342	Stenographer II	\$ 10.30
	Supply Technician	\$ 14.11
	Survey Worker(Interviewer)	\$ 10.73

WAGE 1	DETERMINATION NO.:94-2331 (Rev. 10)	ISSUE DATE:06/01/1998	Page 2
01460	Switchboard Operator- Receptionist	\$ 10.80	
01510	Test Examiner	\$ 8.96	
	Test Proctor	\$ 10.73	
	Travel Clerk I	\$ 8.03	
	Travel Clerk II	\$ 8.53	
	Travel Clerk III	\$ 9.15	
	Word Processor I	\$ 8.83	
	Word Processor II	\$ 10.56	
	Word Processor III	\$ 11.81	
AUTOMAT	TIC DATA PROCESSING:	·	
03010	Computer Data Librarian	\$ 12.09	
	Computer Operator I	\$ 12.09	
	Computer Operator II	\$ 13.77	
	Computer Operator III	\$ 14.47	
	Computer Operator IV	\$ 16.03	
	Computer Operator V	\$ 17.75	
	Computer Programmer I 1/	\$ 12.85	
	Computer Programmer II 1/	\$ 15.99	
	Computer Programmer III 1/	\$ 18.79	
	Computer Programmer IV 1/	\$ 22.73	
	Computer Systems Analyst I 1/	\$ 20.80	
03101	Computer Systems Analyst I 1/	\$ 20.80	
03102	Computer Systems Analyst III 1/	\$ 24.60	
	Peripheral Equipment Operator	\$ 12.09	
03100	relipheral Equipment Operator	Ų 12.09	
AUTOMOT	TIVE SERVICE:		
05005	Automobile Body Repairer,	\$ 18.57	
	Fiberglass		
	Automotive Glass Installer	\$ 17.27	
	Automotive Worker	\$ 17.27	
	Electrician, Automotive	\$ 17.83	
	Mobile Equipment Servicer	\$ 15.78	
	Motor Equipment Metal Mechanic		
	Motor Equipment Metal Worker	\$ 17.27	
	Motor Vehicle Mechanic	\$ 18.11	
	Motor Vehicle Mechanic Helper	\$ 15.04	
05250	Motor Vehicle Upholstery	\$ 16.53	
0.5000	Worker	+ 45 05	
	Motor Vehicle Wrecker	\$ 17.27	
	Painter, Automotive	\$ 17.83	
	Radiator Repair Specialist	\$ 17.27	
	Tire Repairer	\$ 15.78	
05400	Transmission Repair Specialist	\$ 18.57	
FOOD PE	REPARATION AND SERVICE:		
07010	Baker	\$ 13.15	
	Cook I	\$ 12.07	
	Cook II	\$ 13.15	
	Dishwasher	\$ 9.89	
	Food Service Worker	\$ 9.89	
0,100	(Cafeteria Worker)	ų <i>э</i> .09	
07130	Meat Cutter	\$ 13.15	
	Waiter/Waitress	\$ 10.38	
	JRE MAINTENANCE AND REPAIR:		
	Electrostatic Spray Painter	\$ 17.83	
	Furniture Handler	\$ 14.29	
09070	Furniture Refinisher	\$ 13.83	

WAGE DETERMINATION NO.:94-2331 (Rev. 10)	ISSUE DATE:06/01/1998	Page 3
09100 Furniture Refinisher Helper	\$ 15.04	
09110 Furniture Repairer, Minor	\$ 16.53	
09130 Upholsterer	\$ 13.00	
GENERAL SERVICES AND SUPPORT:		
11030 Cleaner, Vehicles	\$ 9.89	
11060 Elevator Operator	\$ 9.89	
11090 Gardener	\$ 12.07	
11121 Housekeeping Aide I	\$ 9.40	
11122 Housekeeping Aide II 11150 Janitor	\$ 9.89 \$ 9.89	
11210 Danitor 11210 Laborer, Grounds Maintenance	\$ 10.38	
11240 Maid or Houseman	\$ 9.40	
11270 Pest Controller	\$ 12.56	
11300 Refuse Collector	\$ 9.89	
11330 Tractor Operator	\$ 11.47	
11360 Window Cleaner	\$ 10.38	
HEALTH:		
12020 Dental Assistant	\$ 9.33	
12040 Emergency Medical Technician/	\$ 13.09	
Paramedic Ambulance Driver		
12071 Licensed Practical Nurse I	\$ 7.43	
12072 Licensed Practical Nurse II 12073 Licensed Practical Nurse III	\$ 8.34	
12100 Medical Assistant	\$ 9.33 \$ 8.34 \$ 8.34	
12130 Medical Laboratory Technician	\$ 8.34	
12160 Medical Record Clerk	\$ 8.34	
12190 Medical Record Technician	\$ 11.56	
12221 Nursing Assistant I	\$ 6.06 \$ 6.81 \$ 7.43	
12222 Nursing Assistant II	\$ 6.81	
12223 Nursing Assistant III	\$ 7.43	
12224 Nursing Assistant IV 12250 Pharmacy Technician	\$ 8.34 \$ 10.40	
12280 Phlebotomist	\$ 8.34	
12311 Registered Nurse I	\$ 11.56	
12312 Registered Nurse II	\$ 14.14	
12313 Registered Nurse IT,	\$ 14.14	
Specialist		
12314 Registered Nurse III	\$ 17.10	
12315 Registered Nurse III, Anesthetist	\$ 17.10	
12316 Registered Nurse IV	\$ 20.50	
INFORMATION AND ARTS:		
13002 Audiovisual Librarian	\$ 15.54	
13011 Exhibits Specialist I	\$ 14.19	
13012 Exhibits Specialist II	\$ 17.32	
13013 Exhibits Specialist III	\$ 18.17	
13041 Illustrator I	\$ 14.19	
13042 Illustrator II	\$ 17.32 \$ 10.17	
13043 Illustrator III 13047 Librarian	\$ 18.17 \$ 18.81	
13050 Library Technician	\$ 10.31	
13071 Photographer I	\$ 12.55	
13072 Photographer II	\$ 14.19	
13073 Photographer III	\$ 17.32	
13074 Photographer IV	\$ 21.13	
13075 Photographer V	\$ 25.63	

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LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler 15030 Counter Attendant 15040 Dry Cleaner 15070 Finisher, Flatwork, Machine 15090 Presser, Hand 15100 Presser, Machine, Dry Cleaning 15130 Presser, Machine, Shirts 15160 Presser, Machine, Wearing	\$ 7.71 \$ 7.71 \$ 10.01 \$ 7.71 \$ 7.71 \$ 7.71 \$ 7.71
Apparel, Laundry 15190 Sewing Machine Operator 15220 Tailor 15250 Washer, Machine	\$ 10.78 \$ 11.53 \$ 8.47

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator	\$ 17.83
(Toolroom)	
19040 Tool and Die Maker	\$ 20.61

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 15.78
21020 Material Coordinator	\$ 14.29
21030 Material Expediter	\$ 12.67
21040 Material Handling Laborer	\$ 10.91
21050 Order Filler	\$ 12.67
21071 Forklift Operator	\$ 12.67
21080 Production Line Worker	\$ 12.67
(Food Processing)	
21100 Shipping/Receiving Clerk	\$ 12.87
21130 Shipping Packer	\$ 12.87
21140 Store Worker I	\$ 11.30
21150 Stock Clerk (Shelf Stocker;	\$ 12.87
Store Worker II)	
21210 Tools and Parts Attendant	\$ 14.29
21400 Warehouse Specialist	\$ 12.67

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic 23040 Aircraft Mechanic Helper 23050 Aircraft Quality Control Inspector	\$ 18.57 \$ 15.04 \$ 19.31
23060 Aircraft Servicer	\$ 16.53
23070 Aircraft Worker	\$ 17.27
23100 Appliance Mechanic	\$ 17.83
23120 Bicycle Repairer	\$ 15.78
23125 Cable Splicer	\$ 18.57
23130 Carpenter, Maintenance	\$ 17.83
23140 Carpet Layer	\$ 17.27
23160 Electrician, Maintenance	\$ 18.40
23181 Electronics Technician,	\$ 11.57
Maintenance I 23182 Electronics Technician, Maintenance II	\$ 17.09
23183 Electronics Technician, Maintenance III	\$ 18.82
23260 Fabric Worker	\$ 16.53
23290 Fire Alarm System Mechanic	\$ 18.57
23310 Fire Extinguisher Repairer	\$ 15.78

WAGE DETERMINATION No.:94-2331 (Rev. 10)	ISSUE DATE:06/01/1998	Page 5
23340 Fuel Distribution System Mechanic	\$ 18.57	
23370 General Maintenance Worker	\$ 17.27	
23400 Heating, Refrigeration and Air	\$ 17.27	
Conditioning Mechanic	\$ 10.57	
23430 Heavy Equipment Mechanic	\$ 18.57	
23440 Heavy Equipment Operator	\$ 17.95	
23460 Instrument Mechanic	\$ 18.57	
23470 Laborer	\$ 9.89	
23500 Locksmith	\$ 17.83	
23530 Machinery Maintenance Mechanic	\$ 18.40	
23550 Machinist, Maintenance	\$ 18.57	
23580 Maintenance Trades Helper	\$ 15.04	
23640 Millwright	\$ 18.57	
23700 Office Appliance Repairer	\$ 17.83	
23740 Painter, Aircraft	\$ 17.83	
23760 Painter, Maintenance	\$ 17.83	
23790 Pipefitter, Maintenance	\$ 18.57	
23800 Plumber, Maintenance	\$ 17.83	
23820 Pneudraulic Systems Mechanic	\$ 18.57	
23850 Rigger	\$ 18.57	
23870 Scale Mechanic	\$ 17.27	
23890 Sheet-metal Worker,	\$ 18.57	
Maintenance		
23910 Small Engine Mechanic	\$ 17.27	
23930 Telecommunications Mechanic I	\$ 18.57	
23931 Telecomunications Mechanic II	\$ 19.31	
23950 Telephone Lineman	\$ 18.57	
23960 Welder, Combination,	\$ 18.57	
Maintenance	à 10 F7	
23965 Well Driller 23970 Woodcraft Worker	\$ 18.57	
23980 Woodworker	\$ 18.57 \$ 16.24	
23700 WOOdwolkel	Ç 10.21	
PERSONAL NEEDS:		
24570 Child Care Attendant	\$ 12.31	
24580 Child Care Center Clerk	\$ 15.12	
24600 Chore Aide	\$ 9.40	
24630 Homemaker	\$ 16.85	
PLANT AND SYSTEM OPERATION:		
THAT AND SISTEM OF ENAMED OF		
25010 Boiler Tender	\$ 18.57	
25040 Sewage Plant Operator	\$ 17.83	
25070 Stationary Engineer	\$ 18.57	
25190 Ventilation Equipment Tender	\$ 15.04	
25210 Water Treatment Plant Operator	\$ 17.83	
PROTECTIVE SERVICE:		
27004 Alarm Monitor	\$ 10.58	
27004 Alarm Monitor 27010 Court Security Officer	\$ 10.58	
27040 Detention Officer	\$ 16.91	
27070 Firefighter	\$ 14.87	
27101 Guard I	\$ 6.41	
27102 Guard II	\$ 11.33	
27130 Police Officer	\$ 18.95	
STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:		
28010 Blocker and Bracer	\$ 14.49	
28020 Hatch Tender	\$ 14.49	
28030 Line Handler	\$ 14.49	
	T	

WAGE I	DETERMINATION No.:94-2331 (Rev. 10)	ISSUE DATE:06/01/1997	Page
	Stevedore I	\$ 13.88	
28050	Stevedore II	\$ 15.05	
'ECHNIC	CAL:		
	Archeological Technician I	\$ 12.50	
	Archeological Technician II	\$ 13.98	
	Archeological Technician III	\$ 17.32	
	Cartographic Technician Computer Based Training Specialist/Instructor	\$ 17.32 \$ 20.80	
29040	Civil Engineering Technician	\$ 17.32	
	Drafter I	\$ 10.87	
	Drafter II	\$ 12.55	
29063	Drafter III	\$ 14.19	
29064	Drafter IV	\$ 17.32	
	Engineering Technician I	\$ 10.87	
	Engineering Technician II	\$ 12.55	
	Engineering Technician III	\$ 17.35	
	Engineering Technician IV	\$ 17.80	
	Engineering Technician V	\$ 21.13	
	Engineering Technician VI	\$ 25.63	
	Environmental Technician	\$ 16.03 \$ 22.83	
	Flight Simulator/Instructor (Pilot)		
	Graphic Artist	\$ 20.80	
	Instructor	\$ 13.16	
	Laboratory Technician Mathematical Technician	\$ 13.16 \$ 15.84	
	Paralegal/Legal Assistant I	\$ 15.84	
	Paralegal/Legal Assistant II	\$ 12.27	
	Paralegal/Legal Assistant III	\$ 15.29	
	Paralegal/Legal Assistant IV	\$ 18.50	
	Photooptics Technician	\$ 15.84	
	Technical Writer	\$ 13.16	
29491	Unexploded Ordnance	\$ 14.14	
	Technician I		
29492	Unexploded Ordnance	\$ 17.10	
29493	Technician II Unexploded Ordnance	\$ 20.50	
00404	Technician III		
	Unexploded Safety Escort	\$ 14.14	
	Unexploded Sweep Personnel Weather Observer, Senior 2/	\$ 14.14 \$ 16.06	
	Weather Observer, Senior 2/ Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 10.00	
29622	Weather Observer, Upper Air 2/	\$ 14.47	
'RANSPO	ORTATION/MOBILE EQUIPMENT OPERATION:		
	Bus Driver	\$ 14.80	
	Parking and Lot Attendant	\$ 10.73	
	Shuttle Bus Driver	\$ 13.78	
	Taxi Driver	\$ 12.48	
	Truckdriver, Light Truck	\$ 13.09	
	Truckdriver, Medium Truck Truckdriver, Heavy Truck	\$ 14.80 \$ 16.62	
	Truckdriver, Heavy Truck Truckdriver, Tractor-Trailer	\$ 16.62	
ISCELI	LANEOUS :		
99020	Animal Caretaker	\$ 10.98	
フラロムU	Cashier	\$ 10.98	

WAGE DETERMINATION NO.:94-2331 (Rev. 10)) ISSUE DATE:06/01/1998	Page 7
99041 Carnival Equipment Operator 99042 Carnival Equipment Repairer 99043 Carnival Worker 99050 Desk Clerk 99095 Embalmer 99300 Lifeguard 99310 Mortician 99350 Park Attendant (Aide) 99400 Photofinishing Worker (Photo	\$ 11.47 \$ 12.07 \$ 9.89 \$ 12.31 \$ 14.14 \$ 10.80 \$ 14.14 \$ 13.61 \$ 10.80	
Lab / Dark Room Technician) 99500 Recreation Specialist 99510 Recycling Worker 99610 Sales Clerk 99620 School Crossing Guard (Crosswalk Attendant) 99630 Sports Official 99658 Survey Party Chief	\$ 13.16 \$ 11.47 \$ 10.80 \$ 9.89 \$ 10.80 \$ 20.22	
99659 Surveying Technician 99660 Surveying Aide 99690 Swimming Pool Operator 99720 Vending Machine Attendant 99730 Vending Machine Repairer 99740 Vending Machine Repairer Helper	\$ 13.70 \$ 10.00 \$ 13.15 \$ 9.07 \$ 13.15 \$ 11.47	

** Fringe Benefits Required For All Occupations Included In This Wage Determination **

HEALTH & WELFARE: \$1.16 per hour or \$46.40 per week or \$201.07 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

1/

2/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

3/

REMOTE SITE ALLOWANCE: Employees whose primary duty station is Tolicha Peak or the Tonopah Test Range will receive a site allowance of \$74.00 per week for the duration of their assignment to these areas. Does not apply where the government provides daily round-trip transportation from the Las Vegas area, or where employee receives government-authorized per diem while in TDY status.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FOE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Insert Enlarged Section of Drawing No. 45-D-17296 (AP2.1), Sheet No. 22 of Attachment 11, here (1 page)

Attachment 12

Job Descriptions

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee Class	Monetary wage	Fringe benefits*
Teller	\$7.36	
Parking Attendant	\$9.02	
Accounting Clerk	\$10.09	

^{*} Fringe benefits for Federal employees include paid vacation days, sick leave, health insurance, and retirement benefits; the total value of the benefit package varies on a case-by-case basis.

Government Position Description Parking Attendant GS-303-03

<u>Introduction</u>. This position is in the Facility Operations Group. The position functions as an attendant in the parking garage and performs a variety of assignments to support the organization.

<u>Major Duties</u>. Directs drivers of large busses to appropriate parking location and insures that proper load, unload zones are complied with and the use of off-site lots are in accordance with instructions.

Applies solid cleaner to oil and gas spills. Sweeps up and disposes of residue in accordance with instructions.

Provides basic information to visitors such as location of tours, restrooms and other facilities. Answers questions of a routine and recurring nature about processes and procedures.

Operates portable radio as needed to pass and receive information and instructions or to report unusual situations.

Brings obvious violations of traffic regulations (e.g., improperly parked vehicles) to the attention of the violator and attempts to resolve issues onsite. Reports traffic safety hazards such as debris on roadway and initiates efforts to resolve the problem. Completes incident reports as appropriate.

Factors.

1. Knowledge Required by the Position. Knowledge of the organization's structure, work flow, functions, terminology and procedures in order to perform many different prescribed tasks, steps, operations and/or assignments.

Ability to operate radio equipment that requires some training.

Ability to exercise independent judgment in accordance with well-established policies, procedures, and techniques.

- 2. Supervisory Controls. Supervisor provides individual assignments by explaining what is to be done and how to accomplish it. The incumbent is expected to perform routine assignments independently and to refer difficult problems or unfamiliar situations to the supervisor completed work is reviewed for accuracy and compliance with instructions or established procedures.
- 3. Guidelines. A number of procedural guides such as manuals and written and oral instructions apply to the da-to-day work and are usually memorized. The incumbent uses independent judgment in deciding which guide applies in some situations or to whom certain situations are referred.

- 4. Complexity. Work consists of many different prescribed tasks, steps, and/or operations. Deciding what needs to be done requires the employee to choose from among similar procedures. The work varies primarily in factual ways, such as in the sources of information.
- 5. Scope and Effect. The work involves the performance of specific routine assignments and operations. The work is required to facilitate the flow of vehicle or foot traffic and/or the work of others.
- 6. Personal Contacts. Contacts are usually with co-workers or the general public in fairly structured situations.
- 7. Purpose of Contacts. Contacts are for the purpose of exchanging or relaying information.
- 8. Physical Demands. The work requires some physical exertion, such as long periods of standing; walking over rough, uneven, or rocky surfaces; climbing stairs; recurring bending, crouching, stooping, stretching, reaching, or similar activities.
- 9. Work Environment. The work involves moderate risks or discomforts such as working outdoor in the desert heat for long periods such that special safety precautions are required, e.g. protection against heat related illness.

Government Position Description Teller

<u>Introduction</u>. Located in the Public Services Office for the purpose of providing clerical, fee collection and cash handling service to the Division.

Duties and Responsibilities.

- (1) Visitor center Tellers are responsible for selling tickets to visitors wishing to take a regular or hard hat tour through Hoover Dam and Power plant. Issue appropriate number of tickets, receives money or credit card in payment and gives receipts and tickets for correct time of tour. At the close of each day's operation, must account for all monies collected and tickets sold, e.g., counts cash on hand (sets aside a designated change fund for the next day's operations), lists total cash, manages refunds, credit card receipts, etc. for comparison with the computer generated reports of day's activity.
- (2) Parking Garage Tellers are responsible for collecting parking fees from visitors entering the parking garage and issuing a ticket to be displayed on the dashboard of their vehicle. They begin the day by obtaining numbered tickets and recording beginning and ending numbers of tickets for that day's operation. At the close of each day's operations, must account for all monies collected and tickets issued, e.g., counts cash on hand (sets aside a designated change fund for the next day's operation), subtracts change fund from cash receipts, counts number of tickets old and prepares a daily report. They are also responsible for bus level duties such as parking buses, cleaning up spills, insuring that proper load and unload zones are complied with, traffic control on all levels of the garage, as well as outlying lots. Is adept in the use of two-way radios, to pass and receive information and instructions or to report unusual situations. They deal with the general public, foreign visitors, dignitaries, physically and mentally challenged visitors. They answer questions and give directions and information to visitors such as location of tours, restrooms and other facilities.
- (3) Responsible for accepting miscellaneous funds from water feature, pay telephones, and vending machines; counting, wrapping and preparing coins for transfer to bank vault for deposit to the United States Treasurer. Required to periodically stock vending machines with product and remove coins therefrom for deposit as above.
- (4) Responsible for displaying photographs for sale, answering questions and giving information about them. Receives payment, issues receipt and prepares items for visitors to take with them. Maintains inventory of photographs and requests replacement of those sold.
- (5) Assists Lead Teller in preparing monies, completing deposit slips, courier bags and transmittal slips for deposit with the United States Treasurer. Assists in preparing items and reports for sending checks to the lock box in San Francisco, CA.
- (6) Is frequently called upon to take receipts to the bank for deposit or to obtain change.

- (7) Responsible for performing mail run and obtaining supplies from central warehouse and small parts warehouse.
- (8) Responsible for becoming knowledgeable and proficient in the use of new computerized ticketing system which allows the scheduling of timed tours and the issuance of tickets printed at time of sale showing the correct time for the tour. Great attention must be shown to be sure that tickets are not issued for the wrong time or for tours already sold out.
- (9) Responsible for handling special tours, group tours, advance sales, and VIP Tours in a professional and dedicated manner.
- (10) Physical demands: The work requires some physical exertion, such as long periods of standing, climbing stairs, recurring bending, crouching, stooping, stretching, reaching, or similar activities.

<u>Supervision Exercised</u>. Assists in training co-workers in new procedures. Assists in the training of new tellers.

<u>Supervision and Guidance Received</u>. Under the general supervision of a Lead Teller and/or Manager, Public Services Office, who make very general work assignments, are normally available for assistance on any unusual work problems arising, advise on any changes in operating procedures, and spot check completed work. Guided in work operations by administrative manuals governing the Public Services Office, operations and standard operating procedures.

Insert Attachment 12 DOL page #1 here

Insert Attachment 12 DOL page #2 here

Insert Attachment 12 DOL page #3 here

Attachment 13

Font for Signs

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Attachment 14

Sample Bank Forms

Insert Attachment 14 page #1 here

Insert Attachment 14 page #2 here

SOLICITATION PROVISIONS

(This section will be removed from the contract document)

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 1998) (AUG-1998)

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----
 - (1) The solicitation number:
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone: (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents
 listed in it may be obtained from the Department of Defense Single Stock Point
 (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094,
 Telephone: (215) 697-2667/2179, Facsimile (215) 697-1462.
 - (i) Automatic distribution may be obtained on a subscription basis.

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- (ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone: (610) 607-2667/2179).
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet Site at http://www.dodssp.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at customerservice@mail.dnb.com.
- 2. 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)
- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - (i) Price
 - (ii) Past Performance
 - (iii) Technical Approach
 - (iv) Quality Control Plan
 - (v) Expertise, Qualifications and Experience of Key Personnel

Factors (iii), (iv), and (v) above will be evaluated based on the offeror's Operational Guide submitted as a part of the proposal (see "4. OFFEROR'S/CONTRACTOR'S OPERATIONAL GUIDE" below).

All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly

unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- 3. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 1997)
- (a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

- (1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and
- (2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least